

LOUIS R. RIGBY  
Mayor  
JOHN ZEMANEK  
Councilmember At Large A  
DOTTIE KAMINSKI  
Councilmember At Large B  
DANNY EARP  
Councilmember District 1



CHUCK ENGELKEN  
Councilmember District 2  
DARYL LEONARD  
Councilmember District 3  
KRISTIN MARTIN  
Mayor Pro-Tem  
Councilmember District 4  
JAY MARTIN  
Councilmember District 5  
NANCY OJEDA  
Councilmember District 6

## **CITY COUNCIL MEETING AGENDA**

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held October 9, 2017, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Assistant City Attorney Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led Councilmember Chuck Engelken.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Proclamation - Domestic Violence Awareness Month - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
  - (a) Consider approval or other action regarding minutes of the meeting held on September 25, 2017 - P. Fogarty
  - (b) Consider approval or other action regarding change in City Council meeting dates for the months of November and December due to holiday schedule - P. Fogarty
  - (c) Consider ratifying nomination of Champ Dunham from Councilperson District 1 position to fill vacancy on the Fire Code Review Committee - P. Fogarty
  - (d) Consider approval or other action authorizing the City of La Porte to enter into an Interlocal Agreement with Purchasing Association of Cooperative Entities (PACE) to utilize cooperative purchasing contracts for the performance of governmental functions and services - C. Daeumer
  - (e) Consider approval or other action awarding contract for janitorial services through Purchasing Association of Cooperative Entities (PACE) - C. Daeumer
  - (f) Consider approval or other action regarding an Encroachment Agreement between the City of La Porte; Joe Bertuglia and Evangelia Bertuglia, to authorize maximum 2.3 foot encroachment of existing home onto S. Holmes Ave. - C. Alexander
7. **AUTHORIZATIONS**
  - (a) Consider approval or other action adopting proposed City of La Porte Internal Ethics Compliance Policy - K. Adcox
8. **ADMINISTRATIVE REPORTS**
  - Planning and Zoning Commission Meeting, Thursday, October 19, 2017

- Fiscal Affair Committee Meeting, Monday, October 23, 2017
- City Council Meeting, Monday, October 23, 2017
- Zoning Board of Adjustment Meeting, Thursday, October 26, 2017

9. **COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers Engelken, Earp, Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard and Mayor Rigby

## 10. **ADJOURN**

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

### **CERTIFICATION**

I certify that a copy of the, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on October 3, 2017.

*Patrice Fogarty*



## **Council Agenda Item October 9, 2017**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Assistant City Attorney Clark Askins.
3. **PLEDGE OF ALLEGIANCE**– The Pledge of Allegiance will be led Councilmember Chuck Engelken.
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(a) Proclamation - Domestic Violence Awareness Month - Mayor Rigby
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# Proclamation

## Office of the Mayor

**WHEREAS**, one in three women and one in ten men report abuse in their relationships in the form of physical, emotional, sexual, psychological and economic. Domestic violence affects women, children and men of all racial, social, religious, ethnic and economic backgrounds; and

**WHEREAS**, approximately 3.3 million children witness domestic violence annually, which violence in the home is the strongest indicator that it will be transferred to the next generation; and everyone deserves to feel safe in their homes and communities; and

**WHEREAS**, no one person, organization, agency or community can eliminate domestic violence on their own; but we can work together to educate our entire population about what can be done to prevent domestic violence, support victim/survivors and their significant others, and increase support for agencies providing services to victim/survivors; and


**WHEREAS**, Domestic Violence Awareness and Prevention Month provides an excellent opportunity for citizens of La Porte and surrounding communities to reduce domestic violence through prevention education, increased awareness, encouraging every person to speak out when witnessing acts of violence, taking time to talk about creating a healthy, respectful, and safe community, and holding perpetrators who commit acts of violence responsible for their actions.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor of the City of La Porte, along with the La Porte City Council, do hereby proclaim the month of October 2017 as:

### **"Domestic Violence Awareness Month"**

**IN WITNESS THEREOF**, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 9th day of October, 2017.

City of La Porte

  
\_\_\_\_\_  
Louis R. Rigby, Mayor





## Council Agenda Item October 9, 2017

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## **MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE SEPTEMBER 25, 2017**

The City Council of the City of La Porte met in a regular meeting on **Monday, September 25, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Ojeda, J. Martin, K. Martin, Kaminski, Engelken, Zemanek, Leonard, and Earp. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Shane Klinkerman, First Assembly of God.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Daryl Leonard.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Chuck Rosa, 812 S. Virginia St., addressed Council in regards to the tax rate and commented citizens in La Porte need a decrease in property taxes.

Steve Gillett, 2601 S. Broadway #27, addressed Council in regards to water rates versus tax rates.

Drue Adams, 200 Crescent View, addressed Council in regards to the gate blocking access to the bay.

Walter Bannerman, 9634 Belfast, addressed Council in regards to safety concerns with the lack of stop signs and unsafe sidewalks in his neighborhood.

Charles Breitenbach, 10110 Roseberry Dr., addressed Council in regards to the lack of drainage and speeding vehicles in his neighborhood.

David Sanchez, 10026 Clairmont, addressed Council in regards to the lack of drainage in his neighborhood.

Mr. Breitenbach spoke again and advised he left contact information with the City but has not received a response.

5. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- (a) Consider approval or other action regarding the minutes of the City Council meeting held September 11, 2017 and minutes of City Council members attending the Chapter 172 Employees/Retiree Insurance and Benefits Board meeting held on September 18, 2017– P. Fogarty
- (b) Consider approval or other action authorizing the City Manager to execute an agreement with companies located within the Battleground Industrial District for provision of emergency medical services by the City of La Porte – R. Nolen
- (c) Consider approval or other action regarding a Resolution authorizing the City Manager to sign a grant for participation in the La Porte Rifle Resistant Body Armor – K. Adcox
- (d) Consider approval or other action awarding Bid #17025 for Annual Mowing Contract – M. Huber

Consent Agenda Items C and D were singled out for questions.

Councilmember Engelken made a motion to approve all Consent Agenda Items pursuant to staff recommendations. Councilmember K. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

6. **PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**

- (a) Public hearing to receive comments on the recommendation of the Dangerous Building Inspection Board for condemnation of dangerous/substandard building located at 621 W. Main St.; consider approval or other action regarding an Ordinance providing for condemnation of dangerous/substandard building located at 621 W. Main St. – M. Huber

The public hearing opened at 6:28 p.m.

Building Official Mark Huber presented a summary.

Engineer Rodney Slaton with Trinity Bay Engineering provided paperwork and additional information.

There being no further public comments, the public hearing closed at 6:39 p.m.

Councilmember Zemanek made a motion to deny the request to grant additional time and directed Staff to move forward with demolition of the building. Councilmember K. Martin seconded. **MOTION PASSED 8/1.**

Ayes:	Mayor Rigby, Councilmembers J. Martin, K. Martin, Earp, Leonard, Zemanek, Kaminski, and Engelken
Nays:	Councilmember Ojeda
Absent:	None

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3682: AN ORDINANCE DECLARING THE COMMERCIAL BUILDING LOCATED AT LOTS FOUR (4), FIVE (5) AND SIX (6), BLOCK 42, TOWN OF LA PORTE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 621 W. Main St. TO BE IN FACT A NUISANCE; ORDERING SUCH BUILDING CONDEMNED; FINDING THAT 8200 V MEMORIAL. LLC., IS THE RECORD OWNER OF SAID PROPERTY; ORDERING THE SAID OWNER TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNER TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, ORDERING THE DANGEROUS BUILDING INSPECTIONS BOARD TO PLACE A NOTICE ON SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNER IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.**

- (a) Consider approval or other action regarding recommendation from the Chapter 172 Employee/Retiree Insurance and Benefits Board concerning plan design and premium schedule change for the 2018 plan year – M. Hartleib

Human Resources Manager Matt Hartleib presented a summary.

Councilmember Engelken made a motion to adopt the recommendations of the Chapter 172 Employee/Retiree Insurance and Benefits Board. Councilmember J. Martin seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Ayes: Mayor Rigby, Councilmembers J. Martin, K. Martin, Ojeda, Earp, Leonard, Zemanek, Kaminski, and Engelken  
 Nays: None  
 Absent: None

- (b) Consider approval or other action regarding an Ordinance approving and adopting the City of La Porte, Texas' Fiscal Year 2017-2018 Proposed Budget – M. Dolby (**This item was postponed at the September 11, 2017 City Council Meeting**)

Finance Director Michael Dolby presented a summary.

Councilmember Zemanek made a motion to approve an Ordinance adopting the City of La Porte, Texas' Fiscal Year 2017-2018 Proposed Budget including an additional \$60,728 for the Park Street Sidewalk Project and an additional \$35,000 for the Battleship Texas video sponsorship. Councilmember Engelken seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Ayes: Mayor Rigby, Councilmembers J. Martin, K. Martin, Ojeda, Earp, Leonard, Zemanek, Kaminski, and Engelken  
 Nays: None  
 Absent: None

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3683: AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

- (c) Consider approval or other action regarding vote ratifying increase of revenue from property tax reflected in 2017-2018 Fiscal Year Budget – M. Dolby (**This item was postponed at the September 11, 2017 City Council Meeting**)



Finance Director Michael Dolby presented a summary.

Councilmember Leonard made a motion to ratify the increase of revenue from property tax reflected in 2017-2018 Fiscal Year Budget. Councilmember Engelken seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Ayes: Mayor Rigby, Councilmembers J. Martin, K. Martin, Ojeda, Earp, Leonard, Zemanek, Kaminski, and Engelken  
Nays: None  
Absent: None

**(d)** Consider approval or other action regarding a Resolution adopting the 2017 Appraisal Roll of the Harris County Appraisal District – M. Dolby **(This item was postponed at the September 11, 2017 City Council Meeting)**

Finance Director Michael Dolby presented a summary.

Councilmember Zemanek made a motion to approve a Resolution adopting the 2017 Appraisal Roll of the Harris County Appraisal District. Councilmember Kaminski seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Ayes: Mayor Rigby, Councilmembers J. Martin, K. Martin, Ojeda, Earp, Leonard, Zemanek, Kaminski, and Engelken  
Nays: None  
Absent: None

**(e)** Consider approval or other action regarding an Ordinance establishing the tax rate of the current tax year (2017) for a total tax rate of \$0.71 per hundred dollar valuation – M. Dolby

Finance Director Michael Dolby presented a summary.

Councilmember Engelken made a motion to approve an Ordinance establishing the tax rate for the current tax year (2017) for a total tax rate of \$0.71 per hundred dollar valuation. Councilmember Kaminski seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Ayes: Mayor Rigby, Councilmembers J. Martin, K. Martin, Ojeda, Earp, Leonard, Zemanek, Kaminski, and Engelken  
Nays: None  
Absent: None

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3684: AN ORDINANCE LEVYING TAXES UPON TAXABLE PROPERTY LOCATED WITHIN AND SUBJECT TO TAXATION IN THE CITY OF LA PORTE, TEXAS; MAKING APPROPRIATIONS FOR SUPPORT; MAINTENANCE, AND IMPROVEMENTS OF THE CITY GOVERNMENT OF SAID CITY OF LA PORTE; FINDING THAT ALL REQUIRED NOTICES HAVE BEEN PUBLISHED AND ALL REQUIRED HEARINGS HELD; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

**(f)** Consider approval or other action regarding adopting a Resolution nominating a candidate to the Harris County Appraisal District's board of directors – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember J. Martin made a motion to nominate Mike Sullivan to the Harris County Appraisal District's board of directors. Councilmember Earp seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

Ayes: Mayor Rigby, Councilmembers J. Martin, K. Martin, Ojeda, Earp, Leonard, Zemanek, Kaminski, and Engelken  
Nays: None  
Absent: None

**8. ADMINISTRATIVE REPORTS**

City Manager Corby Alexander gave an update on a Town Hall meeting held in La Porte and FEMA services that are available; suggested a future workshop meeting to discuss the concerns of Mr. Adams and advised Council a study will be done to see if stop signs are needed in the areas mentioned by Mr. Bannerman and Mr. Breitenbach.

**9. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmember Engelken commented the budget process was great; thanked the City for notifying the community of actual FEMA representatives who are out in the community and encouraged the City to continue with the collection of debris throughout the community; Councilmember Earp thanked the Chapter 172 Employee/Retiree Insurance and Benefits Board for their hard work and Council for moving in this direction; Councilmember Ojeda thanked Human Resources Manager Matt Hartleib and the Chapter 172 Employee/Retiree Insurance and Benefits Board for working together; commented she does not want to lose another building on Main Street; and thanked Emergency Medical Services for their work at the Health Fair; Councilmember J. Martin thanked the Chapter 172 Employee/Retiree Insurance and Benefits Board and Human Resources Manager Matt Hartleib for their hard work; encouraged Staff to continue identifying and addressing drainage issues in the community; and thanked Pastor Klinkerman of First Assembly of God for providing the dinner tonight; Councilmember K. Martin thanked the Chapter 172 Employee/Retiree Insurance and Benefits Board for their work and sent a special thanks to the La Porte Fire and Police Departments for welcoming Officer Jason Kraatz home; Councilmember Kaminski thanked the Chapter 172 Employee/Retiree Insurance and Benefits Board; everyone that assisted with the Heath Fair and Human Resources Manager Matt Hartleib for his presentation; Councilmember Zemanek thanked the Chapter 172 Employee/Retiree Insurance and Benefits Board; commented he does not think the City is losing a building on Main Street and the outcome of that item is good because if the owner builds, it will be built to the current codes; commented he could like a short synopsis on where the City is rather than a workshop regarding the gate that is blocking access to the bay and the concerns of Mr. Adams; and commented he stands with law enforcement and not the NFL; and Mayor Rigby thanked the Finance Department, the Chapter 172 Employee/Retiree Insurance and Benefits Board for their recommendations, advised he attended the Hood Regatta at the Houston Yacht Club and showed everyone a framed 'thank you' the City was presented with at the event.

**10. ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 7:25 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

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Patrice Fogarty, City Secretary

Passed and approved on October 9, 2017.

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Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2017

Requested By: P. Fogarty

Department: City Secretary's Office

Report: ☒ Resolution: ☐ Ordinance: ☐

Other: ☐ \_\_\_\_\_

### Appropriation

Source of Funds: \_\_\_\_\_

Account Number: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Budgeted Item: ☒ YES ☐ NO

**Attachments :**

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### SUMMARY & RECOMMENDATIONS

City Council has traditionally held one meeting per month during the months of November and December. Staff proposes for Council's consideration the following changes to the regular meeting schedule to accommodate the upcoming holidays:

- Conduct regular meeting on November 13, 2017
- Cancel the November 27, 2017, meeting due to the Thanksgiving holidays
- Conduct regular meeting on December 11, 2017
- Cancel the December 25, 2017, meeting due to the Christmas holidays

Should a need arise to conduct official business, a special called meeting would be scheduled.

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### Action Required of Council:

Consider approval or other action of amended meeting dates as follows:

- Cancel the November 27, 2017, meeting due to the Thanksgiving holidays
- Cancel the December 25, 2017, meeting due to the Christmas holidays

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### Approved for City Council Agenda

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**Corby D. Alexander, City Manager**

**Date**

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2017

Requested By: P. Fogarty

Department: City Secretary's Office

Report: ☒ Resolution: ☐ Ordinance: ☐

Other: ☐ \_\_\_\_\_

### Appropriation

Source of Funds: \_\_\_\_\_

Account Number: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Budgeted Item: ☒ YES ☐ NO

**Attachments :**

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### SUMMARY & RECOMMENDATIONS

Mayor and Council:

There is a vacancy on the Fire Code Review Committee in the Council District 1 position. Councilmember Danny Earp desires to nominate Champ Dunham to this vacancy, and Mr. Dunham has agreed and has filed his application with the City Secretary's office.

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### Action Required of Council:

Consider ratifying Councilmember Earp's nomination of Champ Dunham to the vacancy in the Council District 1 position on the Fire Code Review Committee.

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### Approved for City Council Agenda

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**Corby D. Alexander, City Manager**

**Date**

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>October 9, 2017</u>	<b><u>Budget</u></b>
<b>Requested By:</b> <u>Cherell Daeumer</u>	<b>Source of Funds:</b> <u>N/A</u>
<b>Department:</b> <u>Finance/Purchasing</u>	<b>Account Number:</b> _____
<b>Report:</b> <u>X</u> <b>Resolution:</b> _____ <b>Ordinance:</b> _____	<b>Amount Budgeted:</b> _____
<b>Exhibits:</b> <u>Pace Inter-local Agreement</u>	<b>Amount Requested:</b> _____
<b>Exhibits:</b> _____	<b>Budgeted Item:</b> YES   NO
<b>Exhibits:</b> _____	

### **SUMMARY & RECOMMENDATION**

The Purchasing Association of Cooperative Entities (PACE) is designed to give its members additional awarded contract tools to assist their entities in meeting bidding requirements. PACE provides government agencies opportunities for greater efficiency and economy by acquiring contracted goods and services on their behalf and in accordance with applicable law. There are no City staff participation membership requirements; historically only voluntary participation in new product testing or bid evaluation is ever solicited by PACE. All awarded contracts through PACE have been through a competitively bid process that comply with all State purchasing laws.

Per the Inter-Local Cooperation ACT, V.C.T.A Government Code, Chapter 791, government entities may enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing supplies and services.

Staff is requesting approval to enter into an Inter-local Agreement with PACE to utilize cooperative purchasing contracts. There is currently a contract for janitorial services that staff has identified which is a separate agenda item for consideration.

There is no Entity cost or Member fee to join or buy from PACE. However, vendors contracting with PACE pay a 1.5% administrative fee. This fee is lower than other cooperatives by at least .5% and the fee may decline throughout the contracted year based on a vendor's sales.

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#### **Action Required by Council:**

Authorization to enter into an Inter-local Agreement with PACE.

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#### **Approved for City Council Agenda**

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Corby D. Alexander, City Manager

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Date

# **PACE PURCHASING COOPERATIVE**

## **INTERLOCAL AGREEMENT**

Member Name: \_\_\_\_\_ County District Number: \_\_\_\_\_

Education Service Center, Region 20 (Coop) and the above named agency (member) enter into the following cooperative service arrangement.

This agreement is effective \_\_\_\_\_ (date) and shall automatically renew unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

The Coop will:

- Handle bidding procedures
- Abide by all bid laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals

The Member will:

- Designate a member employee to serve as a liaison with Coop
- Provide release time for meetings, proposal openings, and testing assistance as needed
- Identify delivery location within Member on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide Coop with evaluation forms regarding vendor and product concerns
- Ensure a Resolution is properly executed if required

Authorization:

Education Service Center, Region 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

# PACE PURCHASING COOPERATIVE

## INTERLOCAL AGREEMENT

Member Name: \_\_\_\_\_ County District Number: \_\_\_\_\_

**Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to [jim.metzger@esc20.net](mailto:jim.metzger@esc20.net)):**

Education Service Center, Region 20  
Attn: PACE Coop  
1314 Hines Ave  
San Antonio, TX 78208.

### Public Entity

### Education Service Center, Region 20

BY: \_\_\_\_\_

Authorized Signature

BY: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchasing Coordinator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Jim Metzger

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title of Contact Person

\_\_\_\_\_  
Purchasing Coordinator

\_\_\_\_\_  
Title of Contact Person

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
210-370-5204

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
210-370-5776

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Phone/Fax Number

\_\_\_\_\_  
[jim.metzger@esc20.net](mailto:jim.metzger@esc20.net)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address



## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>October 9, 2017</u>	<b><u>Budget</u></b>
<b>Requested By:</b> <u>Cherell Daeumer</u>	<b>Source of Funds:</b> <u>General Fund</u>
<b>Department:</b> <u>Finance/Purchasing</u>	<b>Account Number:</b> <u>Multiple</u>
<b>Report:</b> <u>    </u> <b>Resolution:</b> <u>    </u> <b>Ordinance:</b> <u>    </u>	<b>Amount Budgeted:</b> <u>\$207,052.00</u>
<b>Exhibits:</b> <u>Contract Sheet</u>	<b>Amount Requested:</b> <u>\$204,207.00</u>
<b>Exhibits:</b> <u>    </u>	<b>Budgeted Item:</b> <b><u>YES</u></b> <b>NO</b>
<b>Exhibits:</b> <u>    </u>	

### SUMMARY & RECOMMENDATION

#### **Background:**

The current janitorial services contract with McLemore Janitorial Services is due to expire on October 31, 2017 with no additional renewal options. McLemore has provided the contracted services for three years. The city facilities included in this contract are Fitness/Recreation/Senior Center, Special Programs Center, City Hall, Golf Course Restrooms, Municipal Courts, Police Department, Public Works, Fire Station 1, Library, EMS, Animal Adoption Center and Records Storage Building. The contract also includes cleaning supplies and supplies to stock restrooms.

McLemore has been awarded a janitorial services contract with Purchasing Association of Cooperative Entities (PACE). Staff would like to recommend that the city continue to utilize McLemore through the term of the PACE cooperative contract.

Historically, the city has experienced poor service and high staffing turnover for janitorial services. McLemore recently completed their annual performance review inspections at each facility covered by the contract. Their average performance rating, on a scale of 1-5 for all locations, was a 4.25. The city liaisons agree that their service levels remain consistent and satisfactory and should continue without interruption. They also note that if there is a service complaint or if additional services are requested that McLemore always responds quickly with a satisfactory resolution.

McLemore has agreed to hold the City's pricing for services at the previously contracted rate and is seeking only a pass-through increase for the 1.5% administrative fee charged to them by PACE. The PACE administrative fee is lower than the annual 2% increase allowed McLemore under the previous contract and, by comparison with other cooperatives, is less by at least .5%.

The PACE administrative fee would be allocated and charged out to each department participating in the janitorial service. The contract term will be November 1, 2017, through December 31, 2018 with renewal options.

#### **Action Required by Council:**

Consider approval or other action to award the contract for janitorial services to McLemore Building Maintenance through PACE cooperative.

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#### **Approved for City Council Agenda**

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Corby D. Alexander, City Manager

---

Date

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## McLemore Building Maintenance

**Vendor Name:** McLemore Building Maintenance

**Bid Name:** Building Cleaning Services

**Bid Number:** P00151

**Award Term:** January 1, 2017 through December 31, 2018 (with renew options)

**Award Information:** McLemore Building Maintenance has been serving Texas and surrounding states for forty years. Our janitorial and facility support service programs are dynamic and flexible – we understand that each environment has its own specific set of challenges and requirements.

Tailored programs maximize value while bringing exceptional cleanliness levels, sustainable solutions, improved quality performance and customer service. McLemore ensures a safe, secure and healthy environment for your occupants and visitors. McLemore is more than just a cleaning company. We will care for your assets as if they were our own.

**Award Notes:**

**Order Procedure:**

**Award Pricing:** [Click for Vendor Pricing](#)

### VENDOR INFORMATION

**Vendor:** McLemore Building Maintenance

**Contact:** Dave Prewitt

**Street Address:** 110 Fargo Street

**City, State, Zip:** Houston, TX 77006-2014

**Phone:** 713-528-7775

**Fax:** 713-523-4341

**Email:** [dprewitt@mbmnc.com](mailto:dprewitt@mbmnc.com)

**Vendor Website:** [www.mbmnc.com](http://www.mbmnc.com)

**MWBE/HUB:**

**Solicitation:** [P00151](#)

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>October 9, 2017</u>	<b><u>Budget</u></b>
<b>Requested By:</b> <u>Corby D. Alexander</u>	<b>Source of Funds:</b> <u>N/A</u>
<b>Department:</b> <u>CMO</u>	<b>Account Number:</b> _____
<b>Report:</b> <u>X</u> <b>Resolution:</b> _____ <b>Ordinance:</b> _____	<b>Amount Budgeted:</b> _____
<b>Exhibits:</b> <u>Encroachment Agreement</u>	<b>Amount Requested:</b> _____
<b>Exhibits:</b> <u>Exhibit A (survey)</u>	<b>Budgeted Item:</b> YES   NO
<b>Exhibits</b> _____	

### **SUMMARY & RECOMMENDATION**

The owners of property located at 1614 Roscoe, Mr. and Mrs. Joe Bertuglia, have requested City Council consider approval of the attached encroachment agreement. The aforementioned property is located at the south east corner of Roscoe and Holmes. Portions of the north side of the residential structure extend into the Holmes Street Right of Way approximately 2.3 feet. If approved by Council, the attached encroachment agreement would:

- Permit the current encroachment (with no expansion; ie the structure could not be expanded further into the ROW)
- Require that the property owner maintain adequate insurance.
- Not otherwise limit or restrict the public's use of the remaining ROW.
- Terminate, with 10 days notice, if the owner fails to comply with terms of this agreement.
- Allow the City to terminate the agreement for any reason or no reason with 30 day notice to the property owner.
- Allow the owner to assign, sell, pledge, transfer, encumber, or otherwise convey this agreement.

If approved, this encroachment agreement would allow the current owners to market and sell the property.

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#### **Action Required by Council:**

Consider and or approve encroachment agreement with owners 1614 Roscoe in the City of La Porte.

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#### **Approved for City Council Agenda**

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Corby D. Alexander, City Manager

---

Date

STATE OF TEXAS           §

COUNTY OF HARRIS       §

**Encroachment Agreement**

This Encroachment Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”) by and between the City of La Porte, Texas (the “City”), and Joe Bertuglia and Evangelia Bertuglia (collectively “Bertuglia” herein). The City and Bertuglia are sometimes referred to herein together as the “parties” and individually as a “party”.

Recitals:

1. The Town of La Porte, Texas is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter. The City is authorized to control and regulate an encroachment or obstruction on a public street within the City pursuant to §311.001, Tex. Transp. Code, and to permit and prescribe the consideration and terms for the use of a portion of a City street or sidewalk for a private purpose if the use does not interfere with the public use of the street or sidewalk or create a dangerous condition on the street or sidewalk, pursuant to §316.021, Tex. Transp. Code.
2. Bertuglia is the owner of the property generally located within the City at 1614 Roscoe Street (the “Property”), which location is more particularly described as Lots 22 and 23, Block 28, Bayfront Addition to La Porte, Harris County, Texas. The Property is zoned R-1, Low Density Residential, and situated thereon is a single-family dwelling.
3. The Property is located adjacent to and abuts a City of La Porte public street and right-of way known as S. Holmes Ave. In connection with the continued use of the single-family dwelling situated on the Property, the northern portion of which dwelling encroaches into the S. Holmes Ave. right-of-way in two places, by a measure of 2.3 feet and 1.2 feet, respectively, Bertuglia has requested that City authorize the encroachment into the S. Holmes Ave. right-of-way that abuts the Property, which encroachment is identified and shown on the attached Exhibit A.
4. As set forth herein and subject to the terms and conditions of this Agreement, the City has agreed to allow Bertuglia to utilize the areas of encroachment for the use of the aforementioned single-family dwelling, provided and so long as such use does not interfere with the public use of the street or create a dangerous condition thereon.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Bertuglia do hereby agree as follows:

1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein and made a part of this Agreement for all purposes.
2. Grant of license. The City does hereby grant to Bertuglia a license to locate within and upon the S. Holmes Ave. right-of-way, as depicted on Exhibit A, the aforementioned portions of the existing single-family dwelling (the “Encroachment Area” herein). In no event shall Bertuglia cause any expansion or enlargement of the portion of the single-family dwelling structure located within the Encroachment Area.

The license hereby granted is subject to and shall be used by Bertuglia in accordance with the City Charter and with all applicable laws, rules, regulations, codes, policies, and standards of the City and of any other governmental entity having jurisdiction over the public street, right-of-way, and sidewalk (whether in effect on the Effective Date or adopted or enacted thereafter) ("Applicable Law"), and with the terms and conditions of this Agreement. In no event shall Bertuglia have the right to use the Encroachment Area for any purpose other than for the existing placement of the single-family dwelling, or to use any portion of the S. Holmes Ave. right-of-way that is outside of the Encroachment Area to accommodate an expansion or enlargement of the existing single-family dwelling.

3. Term. This Agreement shall be in effect from and after the Effective Date with no term, subject however, to termination as set forth in paragraph eight (8) hereof.

4. Non-exclusive license. The license granted by this Agreement is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Encroachment Area for any purpose, including the right to make any repairs, modifications, or other changes to the Encroachment Area; (b) any existing utility, drainage or communication facility located within, on, under, over, or upon the Encroachment Area and/or S. Holmes Ave.; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; (e) the terms and conditions of this License Agreement; and (f) applicable Law.

5. Use.

(a) All use of the Encroachment Area under this Agreement by Bertuglia shall be conducted and performed in such a manner so as not to interfere with the public use of the S. Holmes Ave. right-of-way, or to create a dangerous condition on any portion of the S. Holmes Ave. right-of-way.

(b) The use of the Encroachment Area by Bertuglia shall be conducted and performed in a safe, clean, and neat manner, as determined by the City, and the Encroachment Area shall be maintained by Bertuglia in good condition, as determined by the City. Prior to instituting any maintenance or work on or within the Encroachment Area, Bertuglia shall secure from the City any necessary permits, including building and/or right-of-way permits. The City shall be the sole judge of the quality of the maintenance, and upon written notice from the City, by and through the City Manager or the City Manager's designee, stating in general terms how and in what manner the maintenance is required, Bertuglia shall perform such required maintenance. If Bertuglia fails to do so, the City shall have the right (in addition to any other rights of the City provided for herein) to perform such maintenance, the cost of which shall be borne by Bertuglia.

(c) In connection with this Agreement, Bertuglia is and shall at all times be and remain responsible and liable for the acts and omissions of Bertuglia and his representatives, agents, contractors, consultants, licensees, guests, and invitees, and their respective owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, licensees, guests, and invitees. The provisions of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) The City has and shall at all times have the right to enter into, upon, under and over the Encroachment Area for any purpose whatsoever, including to make any modifications, repairs, or other changes to the Encroachment Area.

(e) Nothing in this agreement is intended to limit or to affect any of the City's regulatory or police powers, and it is the responsibility of Bertuglia to comply with all applicable rules, regulations and ordinances of

the City which arise out of the City's regulatory or police powers, including but not limited to zoning, fence and building ordinances. The license granted under the terms of this agreement shall not be construed as a variance, special exception, permit, ruling, or order of any kind under or pursuant to any of said rules, regulations or ordinances, but instead, this consent relates solely to the City's property rights with respect to S. Homes Ave. right-of-way. Should any such variance, special exception, permit, ruling or order of any kind be required now or hereafter, it shall be the responsibility of Bertuglia to seek it separately.

#### 6. Insurance.

At all times in connection with this Agreement, Bertuglia shall purchase and maintain home owner's insurance in a company or companies lawfully authorized to do business in Texas. Upon request, Bertuglia shall furnish the City of La Porte with complete copies of all insurance policies certified to be true and correct by the insurance carrier. The City has the right to review the insurance requirements contained herein and to request adjustment to coverages and limits when deemed necessary and prudent by the City.

**7. Bertuglia's Indemnity Obligation.** Bertuglia does covenant, agree to, and shall DEFEND (with counsel reasonably acceptable to the City), INDEMNIFY, AND HOLD HARMLESS the City of La Porte and the elected and appointed officials, and the officers, employees, agents, and representatives of the City of La Porte, Texas, individually or collectively, in both their official and private capacities (collectively, the "City Persons" and each a "City Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City or any other of the City Persons, or any of them, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the use, occupancy, or maintenance of, or operation within, the Encroachment Area, (ii) any representations and/or warranties by Bertuglia (as the case may be) under this Agreement, (iii) any personal injuries (including but not limited to death) to any Bertuglia Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Bertuglia's use, occupancy, or maintenance of, or operation within, the Encroachment Area, under this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Bertuglia or by any of his partners, employees, agents, contractors, subcontractors, invitees, guests, licensees, or any other person or entity for whom Bertuglia is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, and licensees (collectively, "Bertuglia Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Bertuglia's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the City Person or City Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Bertuglia's liability for City Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to City Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

**Bertuglia shall promptly advise the City in writing of any claim or demand against any City Person related to or arising out of Bertuglia's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Bertuglia's sole cost and expense. The City Persons shall have the right, at the City Persons' option and own expense, to participate in such defense without relieving Bertuglia of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.**

8. Termination. This Agreement and the license granted hereunder may be terminated by the City:

(i) in the event Bertuglia fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Bertuglia from the City of such failure to comply; or

(ii) if the portion of the Property in the Encroachment Area is destroyed or torn down.

Upon the termination or expiration of this Agreement, Bertuglia shall remove all portions of the single-family dwelling, as well as any other equipment or other property of any kind whatsoever located in the Encroachment Area. At such time, there shall be no encroachments by Bertuglia into the Encroachment Area. The obligations of this paragraph shall survive the termination of this Agreement.

9. Miscellaneous.

(a) Assignment. Bertuglia shall have authority to assign, sell, pledge, transfer, encumber, or otherwise convey in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City.

(b) Independent Contractor. Nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, or a joint enterprise, and Bertuglia shall have exclusive control of and the exclusive right to control the details of the Property, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, guests, and invitees.

(c) Notices. Any notice, correspondence, or statement required to be given or delivered hereunder, or otherwise given or delivered in connection with this Agreement, shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To the City:

City of La Porte, Texas, 604 W. Fairmont Pkwy., La Porte, Texas 77571, Attn: City Manager

To Joe and Evangelia Bertuglia:

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The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

(d) Governing Law; Venue. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Harris County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(e) Severability. The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) Headings; Paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(g) Binding Agreement; No Third Party Beneficiaries. This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(i) Rights, Remedies; Waiver. Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

(j) Entire Agreement; Amendment. This Agreement represents the entire and integrated agreement between the City and Bertuglia with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of each of the City and Bertuglia or it shall have no effect and shall be void.



(k) Authorized Persons. The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

CITY OF LA PORTE, TEXAS

By: \_\_\_\_\_

Corby Alexander, City Manager

ATTEST:

By: \_\_\_\_\_

Patrice Fogarty, City Secretary

STATE OF TEXAS                   §

§

COUNTY OF HARRIS           §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2017, by Corby D. Alexander, City Manager of the City of La Porte, Texas, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Joe Bertuglia

STATE OF TEXAS                   §

§

COUNTY OF HARRIS           §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2017, by Joe Bertuglia.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Evangelina Bertuglia

STATE OF TEXAS                   §

§

COUNTY OF HARRIS           §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2017, by Evangelina Bertuglia.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2017

Requested By: Ken Adcox

Department: Police

Report: ☒ Resolution: ☐ Ordinance: ☐

Other: ☐ \_\_\_\_\_

### Appropriation

Source of Funds: \_\_\_\_\_

Account Number: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Budgeted Item: ☒ YES ☐ NO

### Attachments :

#### **1. Draft Policy**

#### **2. TxDOT ICP Letter of Engagement**

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### **SUMMARY & RECOMMENDATIONS**

The Texas Administrative Code, Title 43, Part 1 requires that, to be eligible to receive state or federal public transportation funds, an entity must have adopted an internal ethics and compliance program (ICP) designed to detect and prevent violations of the law, including regulations, and ethical standards applicable to the entity or its officers or employees. The Code further states that an entity's internal ethics and compliance program must be in writing and must provide compliance standards and procedures that the entity's employees and agents are expected to follow. At a minimum, the program must provide that:

- high-level personnel are responsible for oversight of compliance with the standards and procedures;
- appropriate care is being taken to avoid the delegation of substantial discretionary authority to individuals whom the entity knows, or should know, have a propensity to engage in illegal activities;
- compliance standards and procedures are effectively communicated to all of the entity's employees, including members of the governing board, by requiring them to participate in periodic training in ethics and in the requirements of the program;
- compliance standards and procedures are effectively communicated to all of the entity's agents;
- reasonable steps are being taken to achieve compliance with the compliance standards and procedures by using monitoring and auditing systems that are designed to reasonably detect noncompliance and providing and publicizing a system for the entity's employees and agents to report suspected noncompliance without fear of retaliation;
- consistent enforcement of compliance standards and procedures is administered through appropriate disciplinary mechanisms;
- reasonable steps are being taken to respond appropriately to detected offenses and to prevent future similar offenses; and
- the entity has a written employee code of conduct that, at a minimum, addresses record retention, fraud, equal opportunity employment, sexual harassment and sexual misconduct, conflicts of interest, personal use of the entity's property and gifts and honoraria.

The City of La Porte's Police Department does receive a substantial amount of traffic safety grant funds from the State of Texas, which are administered through TxDOT. TxDOT recently notified the City that the required ICP must be formally adopted by City Council, rather than contained and administered within the confines of the Police Department. Based on the above provisions, a proposed citywide ICP Policy for the City of La Porte has been drafted for City Council's consideration. The draft ICP has been reviewed by both the La Porte City Attorney as well as the City's assigned TxDOT ICP Compliance Officer.

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**Action Required of Council:**

Approve and adopt the proposed City of La Porte Internal Ethics Compliance Policy and direct that the policy be incorporated into the City of La Porte Human Resource Personnel Policy Manual. As a citywide policy impacting all city employees, the Director of Human Resources shall be responsible for ensuring compliance with the policy.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

**Date**

## **City of La Porte Internal Ethics and Compliance Policy**

### **La Porte, Texas**

The City Council is the governing body for the City of La Porte, Texas; therefore, it must bear the initial responsibility for internal ethics and compliance. For this purpose it hereby adopts this policy, to be formally designated as the City of La Porte Internal Ethics and Compliance Policy. As part of this policy, the City of La Porte there hereby establishes an Internal Ethics and Compliance Program. The purpose of this policy is designed to ensure effective, efficient and ethical governance.

#### **Introduction:**

This policy prescribes the standards of ethical conduct for all employees of the City of La Porte. All employees must familiarize themselves with this policy. All employees must abide by applicable federal and state laws, administrative rules, and this ethics policy. Additionally, an employee who violates any applicable federal or state law or rule may be subject to civil or criminal penalties in addition to any disciplinary action.

#### **Policy compliance management and enforcement:**

The City Manager is charged with monitoring compliance within the organization and taking appropriate action in response to compliance related complaints. The City Manager, along with his/her designees, are responsible for oversight of the Internal Ethics and Compliance Program, which includes the regular review of financial reports and establishing and maintaining an adequate internal control structure with appropriate checks and balances. Furthermore, these officials shall take appropriate measures to promote an organizational culture that encourages ethical conduct and a commitment to compliance with all applicable laws and regulations.

The City of La Porte will take all possible steps to avoid the delegation of substantial discretionary authority to individuals whom the organization knows or should know, have previously engaged in illegal activities. Towards this end criminal background checks will be conducted as a condition of employment for all prospective employees and as needed on current employees. All City employees, as well as members of the members of City Council, will participate in annual training in ethics and in the compliance program and ethical behavior generally.

The City of La Porte will take all steps to ensure that compliance standards are effectively communicated to all employees by requiring participation in training and by distributing information that explains the requirements of the City of La Porte Internal Ethics and Compliance Policy. Specifically, a copy of the City of La Porte Ethics and Compliance Policy, including any amendments and all related documents will be made available to all employees. Training will be held during new employee orientation and annually thereafter. Each employee will sign a document acknowledging their receipt and understanding of the policy.

The City of La Porte shall further notify all agents of the organization, including City contractors, regarding the City's Ethics and Compliance Policy, and its expectation of ethical behavior and compliance with the law. This shall include individuals and companies that the

City does business and shall be accomplished by way of the distribution of written materials, electronic communication and/or verbal communication.

The Finance Director shall conduct quarterly internal financial audits and other finance control and fraud risk evaluations to monitor compliance and assist in the reduction of identified problem areas.

**Responsibility of Employees:**

All employees shall perform their official duties in a lawful, professional, and ethical manner; practice responsible stewardship of organizational resources, and report any conduct or activity that they believe to be in violation of this policy. Employees shall not knowingly make false or misleading statements, oral or written, in the course of the conducting of business for the City of La Porte. Employees shall not disclose confidential or sensitive organizational business information without prior written authorization.

Employees are required to immediately report any suspicion of non-compliance with law or unethical behavior to the City Manager, Assistant City Manager or Human Resources Manager. Should violations of this nature be reported to other supervisory level personnel within the City, the supervisor in question shall immediately report the suspected violation to the City Manager. It is the City of La Porte's desire to identify and address incidents of misconduct in an expeditious manner by encouraging employees to spot and report potential compliance issues to management as soon as possible. The City of La Porte will also develop a method to report complaints anonymously. All reports will be handled confidentially. Employees who report suspected non-compliance with law or unethical behavior can do so without fear of retaliation.

As detailed within the City of La Porte Standards of Conduct, Section 3.04 Violations of Policies/ Acts of Misconduct and Section 3.06, Suspected Misconduct and Dishonesty Policy, an employee who violates any provision of this policy, or otherwise conducts themselves in an unethical manner, is subject to disciplinary action up to and including termination. The City Manager shall be responsible for periodically assessing the risk of criminal misconduct within the organization.

The City Manager or assigned supervisor will be primarily responsible for responding to evidence of non-compliance and taking appropriate action to prevent future non-compliances.

**Record Retention:**

The City of La Porte is committed to proper maintenance and retention of records. Records are defined broadly to include almost any type of business information, and the required retention period varies with the type of record. Falsifying records, deliberately concealing records, destroying records in bad faith, exploiting confidential information, or otherwise mishandling records is not acceptable.

Records management includes the application of management techniques to the creation, use, maintenance, retention, preservation and disposal of records for the purpose of reducing the cost and improving the efficiency of recordkeeping. The City of La Porte will follow the standards contained in City of La Porte Records Retention Policy.

When a lawsuit is filed or is reasonably anticipated to be filed against the City of La Porte, or when an internal or governmental investigation is initiated, the City and its agents will ensure that all information potentially relevant to the suit or investigation is preserved. Records will not be altered, concealed, or in any way destroyed that are potentially relevant to a suit or investigation. Steps must be taken to ensure potentially relevant information is not inadvertently destroyed pursuant to document retention schedules or by routine computer operations or common computer settings, such as the automated deletion of emails.

**Fraud:**

Fraud is broadly defined and may include any type of intentional deception for the purpose of personal or business gain or damage to an individual or organization. Examples of fraud include lying on an employment application, falsifying records, or providing false receipts for reimbursement from the City of La Porte. City Employees, City contractors, and members of City Council are expressly prohibited from committing any form of Fraud.

Employees must be good stewards of resources entrusted to them and exercise due diligence to prevent and detect criminal conduct and non-compliance with laws and policies. Fraud, waste, abuse, or non-compliance will be reported to an appropriate supervisor or manager. Engaging in acts of fraud may result in disciplinary action as well as civil and/or criminal liability.

**Equal Opportunity Employment:**

As detailed in the City of La Porte Employment Policy, Section 2.01, the City of La Porte shall maintain policies and practices that ensure Equal Employment Opportunities for all applicants and employees. To this end, the City does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status.

**Sexual Harassment and Sexual Misconduct:**

As detailed in the City of La Porte Standards of Conduct, Section 3.16 Harassment in the Workplace, all City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.

**Conflicts of Interest:**

Conflict of interest is a situation in which one's private interest (most often financial in nature) conflict with or raises a reasonable question of conflict with their job-related duties and responsibilities. As detailed with the City of La Porte Standards of Conduct, Section 3.07 Conflicts of Interest, employees shall conduct their affairs and actions so that there will be no conflict of interest with their employment by the City of La Porte.

Additionally, local public officials (including members of governing bodies or another officer, whether elected, appointed, paid, or unpaid, of any district including a transit authority or district), as well as certain other employees involved with contracting, are subject to the conflict of interest provisions in Chapter 171 of the Texas Local Government Code. Chapter 171 established the standard for determining when a local official has a conflict of interest that would affect their



ability to discuss, decide, or vote on a particular item. Other state and federal laws may be applicable to officials and employees in particular situations.

**Personal Use of Organization's Property:**

As detailed in the City of La Porte Standards of Conduct, Section 3.20 Use of City Vehicles, 3.21 Use of City Equipment/Property, 3.22 Cell Phone Usage, and 3.23 Internet Usage, employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties.

**Gifts and Honoraria:**

As detailed in the City of La Porte Standards of Conduct, Section 3.07 an employee may not receive any income or other material gain from anyone outside the City for services provided by the employee in the performance of his or her job with the City.

Additionally, under Local Government Code Chapter 176, a local government officer must disclose a vendor's offer of gifts to the officer or the officer's family member worth \$250 or more using the Conflict of Interest Form approved by the Texas Ethics Commission. The form requires disclosure even if the officer refuses the gift. An officer commits a class C misdemeanor if the officer knowingly violates the disclosure requirement.



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.465.7509 | WWW.TXDOT.GOV

June 30, 2017

Alexander Corby  
City of La Porte  
604 W Fairmont Parkway,  
La Porte, TX 77571

RE: Fiscal Year 2017 Internal Ethics and Compliance Program Policy Review  
Title 43 Texas Administrative Code, Part 1, Chapter 25, Subchapter M, Rule §25.906(b)  
Traffic Safety Program, Participation

Dear Mr. Corby:

The City of La Porte - Police Department has been identified as a potential recipient of a Traffic Safety Selective Traffic Enforcement Program Award. According to Title 43 Texas Administrative Code §25.906(b), to be eligible to receive traffic safety funds under a grant agreement from the Texas Department of Transportation (TxDOT), an entity must have adopted an Internal Ethics and Compliance Program (ICP) that satisfies the requirements of §10.51 (relating to Internal Ethics and Compliance Program) and must enforce compliance with that program.

As a subrecipient of traffic safety grant funds, your organization is required to implement and fully comply with the requirements of your ICP required by Title 43 Texas Administrative Code §10.51 prior to award and/or disbursement of grant funds. TxDOT is responsible for monitoring that your organization has implemented and ICP, and that the program meets the requirements of this standard.

Attached to this letter are the minimum requirements set forth in Title 43 Texas Administrative Code §10.51. Please provide written evidence of your organization's ICP that satisfies the requirements of §10.51. The supporting documentation provided should be current and a factual representation of your organization's internal policies, procedures, and practices.

Please send the supporting documentation for each requirement via email to Omair Ansari, at [omair.ansari@TxDOT.gov](mailto:omair.ansari@TxDOT.gov) by end of business Friday, July 14, 2017. For questions or concerns Mr. Ansari can be reached by email or by phone at (512)463-6239.

Sincerely,

Kristin Alexander  
Director, Compliance Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

Attachment: ICP Minimum Requirements Set Forth in Title 43 Texas Administrative Code §10.51

cc: Terry Pence, Traffic Safety Section Director, TxDOT Traffic Operations Division  
Marcus Upchurch, Subgrantee Administrator, City of La Porte

**1.1 What are the required components of an Internal Compliance Program:** An entity's Internal Compliance Program must be in **writing** and must provide compliance standards and procedures that the entity's employees and agents are expected to follow.

1) High level personnel are responsible for oversight of compliance with the standards and procedures

- *A written policy designating the individual(s) by title that shall be responsible for oversight of the entity's internal ethics and compliance program. The person shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with all applicable laws and regulations.*

(2) Appropriate care is being taken to avoid the delegation of substantial discretionary authority to individuals whom the entity knows, or should know, have a propensity to engage in illegal activities

- *A written policy that details the background vetting process (background checks, federal/state debarment, application disclosures, affirmation statement, etc....) of current and future employees/board members that will have substantial discretionary authority and are involved in the handling of financial and/or highly confidential information.*

(3) Ensure that compliance standards and procedures are effectively communicated to all of the entity's employees, including members of the governing board if the entity has a governing board, by requiring them to participate in periodic training in ethics and in the requirements of the program.

- *A written policy that requires employees and members of the governing board to participate in periodic (monthly, quarterly, annually, etc....) training in (1) ethics and (2) in the components of its Internal Compliance Program.*

(4) Ensure that compliance standards and procedures are effectively communicated to all of the entity's agents

- *A written policy that requires notification to agents (persons or entities authorized to act on behalf of the organization) of their obligation to adhere to the entity's Internal Compliance Program*

(5a) Reasonable steps are being taken to achieve compliance with the compliance standards and procedures by using monitoring and auditing systems that are designed to reasonably detect noncompliance.

- *A written policy detailing established processes (Internal Audit/Compliance Charter, Annual Risk Assessment, Annual Audit/Compliance Work Plan, Enterprise Risk management, Governance, Risk, and Control Policy and Procedures, Fraud Risk Policy, Quarterly Monitoring Plan, etc...) for assessing compliance with its code of conduct as well as policies and procedures adopted to promote adherence with laws and regulations. **An organization may not solely rely on an annual external audit for compliance with this requirement.***

(5b) Reasonable steps are being taken to achieve compliance with the compliance standards and procedures by providing and publicizing a system for the entity's employees and agents to report suspected noncompliance without fear of retaliation

- *A written policy detailing a reporting system (Hotline, Website, Internal Communication Channels, etc.), which may include mechanisms for anonymity or confidentiality that allows employees, the governing board and entity agents to report suspected incidents of non-compliance without fear of retaliation.*

(6) Consistent enforcement of compliance standards and procedures is administered through appropriate disciplinary mechanisms

- *A written policy outlining how the entity responds to incidents of non-compliance in conformance with its internal disciplinary process.*

(7) Reasonable steps are being taken to respond appropriately to detected violations and non-compliances and to prevent future violations and non-compliances

- *A written policy outlining how an organization will respond to violations of the internal compliance program and how the organization will mitigate future violations and/or non-compliance.*

(8) Have in place a written employee code of conduct that, at a minimum, addresses:

- record retention,
- fraud,
- equal opportunity employment,
- sexual harassment,
- conflicts of interest,
- personal use of the entity's property, and
- gifts honoraria.



## **Council Agenda Item October 9, 2017**

### **8. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission Meeting, Thursday, October 19, 2017
- Fiscal Affair Committee Meeting, Monday, October 23, 2017
- City Council Meeting, Monday, October 23, 2017
- Zoning Board of Adjustment Meeting, Thursday, October 26, 2017

### **9. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers Engelken, Earp, Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard and Mayor Rigby

### **10. ADJOURN**

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